

1 BILL NO. S-80-12-42

2 SPECIAL ORDINANCE NO. S-16-81

3  
4 AN ORDINANCE approving a contract for  
5 Sewer Improvement Resolution No. 320-80  
6 between the City of Fort Wayne, Indiana  
and Scheidman Excavating, Inc. Contractor  
for installation of sanitary sewer.

7  
8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
9 FORT WAYNE, INDIANA:

10 SECTION 1. That a certain contract dated December 16,  
11 1980, between the City of Fort Wayne, Indiana, by and through  
12 its Mayor and the Board of Public Works, and Scheidman  
13 Excavating, Inc. Contractor for:

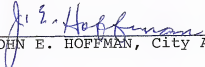
14 construction of a main sewer, which from its  
15 size and character is not only intended and  
16 adapted for use by property holders whose  
17 property abuts along the line of said sewer,  
but is also intended and adapted for re-  
ceiving sewage from collateral drains al-  
ready constructed or may be constructed.  
Said sewer shall be twelve inches in diameter,

18  
19 under Board of Public Works Sewer Improvement Resolution No.  
20 320-80, at a total cost of \$57,690.00, all as more particu-  
21 larly set forth in said Contract which is on file in the Of-  
22 fice of the Board of Public Works and is by reference incor-  
23 porated herein and made a part hereof, be and the same is in  
24 all things hereby ratified, confirmed and approved.

25 SECTION 2. That this Ordinance shall be in full  
26 force and effect from and after its passage and approval by  
27 the Mayor.

28   
COUNCILMAN

29 APPROVED AS TO FORM AND  
30 LEGALITY DECEMBER 18, 1980.

31   
32 JOHN E. HOFFMAN, City Attorney

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the, 1981, at 6 o'clock M., E.S.T.

DATE: 12-23-80

Charles W. Westerman  
CHARLES W. WESTERMAN  
CITY CLERK

Read the third time in full and on motion by Burns, seconded by GiaQuinta, and duly adopted, placed on its passage. PASSED (Lost) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	<u>      </u>	<u>      </u>	<u>1</u>	<u>      </u>
BURNS	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
EISBART	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
GIAQUINTA	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
NUCKOLS	<u>      </u>	<u>      </u>	<u>      </u>	<u>X</u>	<u>      </u>
SCHMIDT, D.	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
SCHMIDT, V.	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
SCHOMBURG	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
STIER	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
TALARICO	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

DATE: 1-13-81

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 8-16-81 on the 13th day of January, 1981.

ATTEST:

(SEAL)

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

James Stier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of January, 1981, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 15th day of Jan. 1981, at the hour of 11 o'clock A. M., E.S.T.

Winfield C. Moses, Jr.  
WINFIELD C. MOSES, JR.  
MAYOR

BILL NO. S-80-12-42

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN  
ORDINANCE approving a contract for Sewer Improvement Resolution No.

320-80 between the City of Fort Wayne, Indiana and Scheidman  
Excavating, Inc., Contractor for installation of sanitary sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

CONCURRED IN

DATE 1/13/81 CHARLES W. WIESTEDMAN, CITY CLERK

CONTRACT NO. 320-80

THIS CONTRACT made and entered into in triplicate this 16th day of December, 1980, by and between SCHEIDELMAN, herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the construction of the following:

Beginning at a proposed manhole located 25± LF north of and 25± LF east of the centerline intersection of Old Leo Road right-of-way and the north right-of-way line of I&M Electric Tower line; thence, southwesterly 5± LF south and generally parallel to the north right-of-way line of said Old Leo Road 2671± LF terminating at a proposed structure located 500± LF northeast and 20± LF north of the centerline intersection of Diebold Road and Old Leo Road.

Said sewer shall be 12" in diameter.

All according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11045, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$57,690.00. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

12" Sewer Pipe	Fourteen dollars and 94/100	14.94
Std. Manhole Type I-A	One thousand two hundred thirty dollars and 21/100	1,230.21
Std. Manhole Type VI-A	No dollars and no/100	0.00
6" "T" or "WYE"	Fifty-three dollars and 26/100	53.26
6" Building Sewer Pipe	Twenty-five dollars and no/100	25.00
Special Backfill	Eight dollars and 73/100	8.73
4" Asphalt (Driveways)	Thirteen dollars and 20/100	13.20
6" Stone Surface (Driveways)	Three dollars and 85/100	3.85
Seeding & 2" Mulch	No dollars and 71/100	0.71
4"-12" Tile Replacement	Eight dollars and 80/100	8.80
15"-18" Tile Replacement	Thirteen dollars and 75/100	13.75
6" "T" or "WYE" C.F.W. Tap	Thirty-five dollars and no/100	35.00
Permit		
Base Stabilization	Nine dollars and 16/100	9.16

ARTICLE 3. PROGRESS PAYMENTS

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay which ever is the highest of Federal, State, and Local wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. (WR/1 through WR/32).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of this contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 320-80
- B. Instructions to Bidders for Contract No. 320-80
- C. Contractor's Proposal Dated Sept. 9, 1980
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11045
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers and addenda thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Federal Contract Provisions.
- G. Workmen's Compensation Act (I.C. 22-3-2-1).
- H. Non-Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Cut Permit.
- N. Escrow Agreement.
- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.
- S. Addenda No. 1 and 2

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage coverages in an amount and of a type acceptable to owner. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.4.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract and the work to be performed and materials to be furnished shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified within the contract in 720 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Environmental Protection Agency and Common Council of the City of Fort Wayne, Indiana, and should said Environmental Protection Agency or Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: *[Signature]*, President

BY: *[Signature]*, Secretary

CITY OF FORT WAYNE, INDIANA

BY: *[Signature]*  
Win Moses, Jr., Mayor

ATTEST:

*[Signature]*  
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

*[Signature]*

BOARD OF PUBLIC WORKS

*[Signature]*  
Mark L. Akers, Chairman

*[Signature]*  
Roberta Anderson Staten, Member

*[Signature]*  
Herbert R. Gamache, Member

Approved by the Common Council of the City of Fort Wayne on \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

Contract No. 320-80



# THE AMERICAN DRUGGISTS' INSURANCE COMPANY

800 American Building • Cincinnati, Ohio 45202

## PERFORMANCE BOND

SP# 659713

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned \_\_\_\_\_  
Scheidleman Excavating, Inc. 6225 Toney Creek Drive  
Fort Wayne, Indiana, as Principal, and  
THE AMERICAN DRUGGISTS' INSURANCE COMPANY of Cincinnati, Ohio, as Surety, an  
Ohio corporation duly licensed to do business in the State of Indiana are held and  
firmly bound unto Board of Public Works, City of Fort Wayne, Indiana  
in the penal sum of Fifty-Seven Thousand, Six Hundred Ninety and No/100----  
(\$ 57,690.00)  
Dollars, for the payment of which well and truly to be made, we hereby jointly and severally  
bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that Whereas the said \_\_\_\_\_

Principal

has entered into a contract with Obligee

for Patton Trailer Sanitary Sewer Project- Resolution # 320-1980.

Now, if the said Principal

\_\_\_\_\_, shall well and faithfully do and perform the things agreed by  
him to be done and performed, then this obligation shall be void, otherwise the same shall remain  
in full force and effect; it being expressly understood and agreed that the liability of the Surety  
for any and all claims hereunder shall in no event exceed the penal sum of this obligation as  
herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or addi-  
tions in or to the terms of such contract, or in or to the plans therefor shall in any way affect the  
obligation of such Surety on its bond.

Signed, sealed and dated this 16th day of Dec. 19 80

WITNESS:

Cecilia E. Schumann

Scheidleman Excavating, Inc.

By [Signature]

Principal

WITNESS:

Rick H. Collins

THE AMERICAN DRUGGISTS' INSURANCE CO.

By [Signature]

## THE AMERICAN DRUGGISTS' INSURANCE COMPANY

800 American Building • Cincinnati, Ohio 45202 • 513-721-4270

SP N<sup>o</sup>: 659713

KNOW ALL MEN BY THESE PRESENTS THE AMERICAN DRUGGISTS' INSURANCE COMPANY, a corporation duly organized under the laws of the State of Ohio, and having its general office in the city of Cincinnati, State of Ohio, has made, constituted and appointed, and does by these presents, make, constitute and appoint

J. R. MORFORD

of INDIANAPOLIS, INDIANA

its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign and deliver in its behalf as Surety, any and all kinds of Surety Bonds, except as limited hereon, and to bind THE AMERICAN DRUGGISTS' INSURANCE COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of THE AMERICAN DRUGGISTS' INSURANCE COMPANY and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed, provided that the liability of the Company as surety on any such bond executed under this authority shall not exceed

ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)

THIS POWER VOID IF ALTERED OR ERASED OR IF POWER NUMBER IS NOT IN BLUE INK.

(This power does not authorize the execution of bonds for loan, financial or bank guarantees.)

The acknowledgement and execution of any such document by said Attorney-in-Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

THE AMERICAN DRUGGISTS' INSURANCE COMPANY further certifies that the following is a true and exact copy of a resolution of the Board of Directors of THE AMERICAN DRUGGISTS' INSURANCE COMPANY, duly adopted and now in force, to wit: All Bonds of the corporation shall be executed in the corporate name of the Company by the President, any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, or any Assistant Secretary may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds in the name of the Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of \_\_\_\_\_  
January 15, 19 81, but until such time shall be irrevocable and in full force and effect.

IN WITNESS WHEREOF, the said THE AMERICAN DRUGGISTS' INSURANCE COMPANY has caused these presents to be executed by its officer, with its corporate seal affixed, this date of \_\_\_\_\_ 12-16 19 80

THE AMERICAN DRUGGISTS' INSURANCE COMPANY



By Gordon M. Barker President  
SS: \_\_\_\_\_

STATE OF OHIO  
COUNTY OF HAMILTON

On this 12-16, 19 80, before me, a Notary Public, personally appeared Gordon M. Barker who being by me duly sworn, acknowledged that he signed the above Power-of-Attorney as an officer of the said THE AMERICAN DRUGGISTS' INSURANCE COMPANY and acknowledged said instrument to be the voluntary act and deed of the corporation.

My commission expires: January 15, 1985.



Margaret J. Wethington  
Notary Public

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE The Contract is for Res. 320-80 Patton Trailer Sanitary Sewer.

The Construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or may be constructed. Said Sewer shall be 12" in diameter.

*A-80-12-420*

All according to WPC Engineering Department Drawing No. SY-11033, and do everything required by the Contract and the documents. The improvements cover the construction in the St. Joe drainage basin which will improve the water quality of the City's raw water supply

EFFECT OF PASSAGE Scheidelman will be the Contractors for Res. 320-80 Patton Trailer Sanitary Sewer.  
which will improve the water quality of the City's raw water supply.

EFFECT OF NON-PASSAGE The above described passage cannot be possible.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) This project will cost: \$57,690.00  
Which will be paid for by USEPA (75%), State (10%), and City Utilities (15%)

ASSIGNED TO COMMITTEE City Utilities